

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

LICENSE FOR USE OF UNIVERSITY PROPERTY FOR PROGRAM INVOLVING MINORS

The University of Tennessee (“University”) has agreed to license to [Insert name of person or organization sponsoring the program] (“Licensee”) the use of [Insert description of University property to be used] (“Property”) on _____ from _____ (A.M.) (P.M.) to _____ (A.M.) (P.M.), but only for the purpose(s) of [Insert description of program/use of University property]. In consideration of University permitting Licensee to use the Property, and intending to be legally bound, Licensee hereby agrees as follows:

1. Licensee, on behalf of itself, its companies, subsidiaries, affiliates, predecessors, successors, assignees, officers, directors, agents, employees, volunteers, and their heirs and executors, hereby releases, waives, forever discharges, and covenants not to sue the University, and its trustees, officers, agents, employees, students, and volunteers (collectively “Releasees”), from any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney’s fees, that may be sustained while Licensee is in or upon University premises or any part thereof, or occasioned by any occupancy or use of University premises or any activity carried on by the Licensee in connection therewith, including injuries sustained as a result of the negligence of Releasees, or as a result of the University’s termination of this license.
2. Licensee hereby covenants and agrees to indemnify and hold harmless Releasees for and against any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney’s fees, that arise out of the Licensee’s use of University premises, whether or not caused by a party indemnified hereunder, including but not limited to damages, losses, or injuries sustained as a result of the negligence of Releasees.
3. Licensee shall not imply in any way that the University is sponsoring the Licensee’s use of the Property; and no reference to the University may be used in promotional or other literature used or distributed by Licensee, other than references to the location of the program, without the explicit written permission of the University. Licensee shall not involve or refer to any University staff or University telephone numbers in any publicity, enrollment information, or on any printed brochure, without the permission of the University. Licensee is solely responsible for all publicity and other promotional materials.

4. The University has the right to terminate Licensee's use of University's premises if, in the sole discretion of University, such use would interfere with the operation of the University, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the University.
5. Licensee and Licensee's use of the Property shall be subject to any policies, rules, and regulations that the University may promulgate from time to time, including but not limited to those stated in any publication promulgated by the University. Unless specified above, Licensee's use of the Property is non-exclusive as to the University, which retains the right freely to enter the Property at any time for any purpose.
6. The terms and conditions of this license shall be binding on Licensee, on Licensee's officers, directors, members, agents, employees, invitees, and on those claiming by, through, or under Licensee, and Licensee agrees not to permit any such persons to violate any term or provision of this license. Licensee agrees to comply, at its cost and expense, with all federal, state, and other governmental laws and regulations in connection with this License and the Licensee's use of the Property.
7. This Agreement shall be governed by the laws of the State of Tennessee.
8. This is not a lease, and no interest in real estate is conveyed hereby.
9. The signatory is authorized to sign this document on the Licensee's behalf and understands and agrees that the University accepts no responsibility or liability for any acts or injuries occurring for the use of the University facilities for the purpose stated above.

By signing below, the Licensee's Officer affirms that he or she is authorized to obligate the Licensee to perform all of the above terms of this agreement.

Signature, Licensee Officer

Date

Printed Name/Officer

Title